

EXHIBIT A

**LAW &
FORENSICS**

Law & Forensics
Daniel Garrie
7 Lake Bellevue Dr., Suite 206
Bellevue, WA 98005

Phone: 855-529-2466
Email: daniel@lawandforensics.com

Thursday, February 11, 2021

Wolf, Rifkin, Shapiro, Schulman & Rabkin, LLP
Eric Levinrad
11400 W. Olympic Blvd., 9th Floor
Los Angeles, California 90064

PH: 310-478-4100
DIRECT DIAL: 310-744-6695
FAX: 310-479-1422
E-Mail: elewinrad@wrslawyers.com

Re: Retention of Daniel Garrie and Law & Forensics (LnF) to serve as a neutral forensic evaluator to oversee and evaluate IVS's continued collection and production of documents.

Dear Counsel Levinrad,

This letter will confirm that Counsel Levinrad ("Counsel") at Wolf, Rifkin, Shapiro, Schulman & Rabkin, LLP has retained Law & Forensics LLC ("LnF") on behalf of IV Solutions, Inc. ("IVS"). Counsel and Client have retained Daniel Garrie and LnF to serve as a neutral forensic evaluator to oversee and evaluate IVS's continued collection and production of documents in JAMS Case No. 120055122 before Judge Gail Andler at JAMS, pursuant to the order issued by Judge Andler dated January 15, 2021, Mr. Garrie "as the neutral forensic evaluator to oversee and evaluate IVS's continued collection and production of documents ("Appointment Order").

Counsel and Client both acknowledge and understand that Daniel Garrie is the Co-Founder and Managing Partner of LnF and a Neutral with JAMS, but he exclusively represents LnF in this transaction.

Counsel represents that it has informed all parties of Daniel Garrie role at JAMS and the parties consent to Daniel Garrie and LnF performing all forensic work in connection with this dispute.

Atlanta
Los Angeles
Miami
New York City
Salt Lake City
Seattle
Washington D.C.

Law & Forensics LLC
7 Lake Bellevue Drive
Suite 206
Bellevue, WA 98005

M: 206.228.5457
lawandforensics.com

February 11, 2021

Page 2 of 5

Scope of work.

The scope of work contemplated by the appointment order includes the following:

- Create and administer a forensic protocol to ensure the forensic work set forth by the Appointment Order in a timely fashion.
- Identify, restore, collect, search, analyze, and/or produce responsive data from iDrive (cloud storage service).
- Investigate Client devices to determine the status of Sadow/Kim documents and attempt to identify other repositories that may contain this data (e.g., identify if there exists other productions done in unrelated matters that may contain Sadow/Kim ESI).
- Investigate if the Client destroyed devices or e-mail accounts related to this dispute.
- Forensic analysis and review of the Client's devices to identify other potential repositories where responsive documents may exist; this work may include recovering deleted files, analyzing USB activity, and utilize other forensic tools as necessary.

Cost and Time Estimate

LnF estimate for the time and resources required to complete the above work is as follows.

- 50 to 90 hours of Partner time
- 60 to 100 hours of Director time
- 80 to 110 hours of Senior Associate time
- 100 to 150 hour of Associate time

Given the above time estimate, LnF estimate that the cost to complete the work is between \$149,000 and \$235,600.

The cost estimate range is based on the following hourly rates.

- Partner, \$725/hour
- Director, \$585/hour
- Senior Associate, \$485/hour
- Associate \$390/hour
- Analyst \$270/hour

The estimate does not account for any travel of testifying. Finally, the cost is an estimate and the total may be substantially lower or higher, subject to technical details and the parties' ability to cooperate.

February 11, 2021
Page 3 of 5

Testifying Rate.

LnF charges a day rate for testifying of any kind at \$12,500/day or at an hourly rate of \$1400/hour, plus travel time at an hourly rate of \$300/hour. For any flight over four (4) hours LnF requires business class seats on American Airlines.

Expenses.

Client will reimburse LnF for all reasonable expenses incurred in this matter, including travel, subject to receiving written authorization from the client.

Payment Terms.

LnF will send monthly invoices directly to Counsel and cc to Client. Client will send payment promptly, no later than 30 days of receipt of the invoice. An interest rate of 2.0%, per month may be charged on overdue invoices.

LnF requires all outstanding invoices be paid in full before delivery of the final report or any testimony

Retainer

LnF will require a retainer of \$75,000 to be paid via wire within five (5) days of executing the retention letter. LnF is to apply the retainer to the final invoice.

LnF will start the engagement in good faith. However, if the retainer is not received within five days of this retention agreement's execution, LnF reserves the right to cease all work until the retainer is received.

The Client shall pay LnF within 30 days of the presentation of fees. Should Client not make timely payment, LnF may cease working until the unpaid bill is paid or a written accommodation is reached.

Indemnification

All parties, Client and Counsel, agree to hold harmless and indemnify LnF for all work performed in connection with this dispute.

Conflicts.

Counsel and Client understand and agree that, with those specific exceptions, we are free to represent other clients, including clients whose interests may conflict with yours in litigation, business transactions, or other matters.

Counsel and Client understand and agree that our engagement does not prevent or disqualify us from representing clients adverse to you in other matters and that you consent in advance to our undertaking such adverse representations. Counsel and Client understand and agree that neither will prevent or disqualify Daniel Garrie, or any other JAMS neutral, from serving as an arbitrator or mediator in this or any other matters to which you may be a party.

February 11, 2021

Page 4 of 5

File Retention and Destruction.

After this matter, we will retain your files for 90-days. At the expiration of the 90-day period, we will destroy these files unless you notify us in writing that you wish to take possession of them. We reserve the right to charge reasonable administrative fees and costs associated with researching, retrieving, copying, and delivering such files back to you.

Termination.

Counsel and Client will be responsible for paying all fees, expenses, and disbursements incurred on your behalf in this matter until LnF receives written notice of termination.

Non-Solicitation of Employees.

Client agrees not to solicit LnF employees or contractors for employment by Client or any other party during the term of this agreement or for a period of twelve (12) months thereafter, without permission, in writing, from an officer of LnF.

Client Non-Disclosure

Client agrees to prevent the disclosure to third parties of any investigative methods or non-public methodologies, forensic techniques, systems engineering aids, tools, software, training materials, etc., used by LnF in the performance of this agreement unless (a) they are known to, or owned by, Client prior to obtaining them from LnF; (b) they are at the time of disclosure by Client, in the public domain; or (c) disclosure is ordered by the Court.

Payment

Payment is to be via wire, preferably ACH. LnF will provide instructions in a separate email to Counsel upon the receipt of the executed retention letter.

LnF requires that before any wire payment that Counsel and/or Client verify all payment details verbally.

Suppose the Client cannot make payment via wire. In that case, LnF requests that all payments be sent overnight via Fed-Ex to Focused Solution Recourse Delivery Group LLC (a/k/a Law & Forensics LLC) 10665 Durland Ave NE Seattle, WA 98125 or to the address set forth on the invoice provided by LnF.

If these terms are agreeable to you, please sign below and return a copy to me. We look forward to working with you.

Sincerely,



Daniel Garrie
DBG

February 11, 2021
Page 5 of 5

AGREED:

(Client)

Client's Signature

Date